

**BOARD OF COUNTY COMMISSIONERS**  
**AGENDA ITEM SUMMARY**

Meeting Date: July 19, 2006

**Division:** Employee Services

Bulk Item: Yes X No     

Department: Risk Management

Staff Contact Person: Maria L. Slavik

**AGENDA ITEM WORDING:** Approval to retain Adjusters International Disaster Recovery Division in assessing and handling claims due to a hurricane or other natural disaster.

**ITEM BACKGROUND:** This firm assisted Monroe County in assessing damages and handling claims during Hurricane Georges. They were very proficient in performing their task in a timely and beneficial manner for Monroe County.

**PREVIOUS RELEVANT BOCC ACTION:** BOCC approval for a limited retainer at a cost of \$100.00 should there services be needed.

**STAFF RECOMMENDATION:** Approval.

**TOTAL COST : \$100.00**

**BUDGETED:** Yes    No X

**COST TO COUNTY: \$100.00**

REVENUE PRODUCING: Yes \_\_\_\_\_ No X AMOUNT PER MONTH \_\_\_\_\_ YEAR \_\_\_\_\_

APPROVED BY: County Atty \_\_\_\_\_ OMB/Purchasing \_\_\_\_\_ Risk Management X

**DIVISION DIRECTOR APPROVAL:**   
**TERESA E. AGUIAR**

**DOCUMENTATION:** Included: X To Follow:      Not Required:     

**DISPOSITION:** \_\_\_\_\_ **Agenda Item #:** \_\_\_\_\_

# MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: Goodman-Gable-Gould Contract #             
 Effective Date: 6/21/2006  
 Expiration Date: 5/31/2009

Contract Purpose/Description:  
Support Monroe County in the Entire Claim Process.

Contract Manager: Maria L. Slavik 3178 Risk Management #1  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 7/19/06 Agenda Deadline: 7/5/06

## CONTRACT COSTS

Total Dollar Value of Contract: \$ \$100.00 Current Year Portion: \$             
 Budgeted? Yes ☒ No ☐ Account Codes: 503-08501-530-310-

Grant: \$             
 County Match: \$           

## ADDITIONAL COSTS

Estimated Ongoing Costs: \$           /yr For:             
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

## CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>7-5-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>JJ Guan</u>	
Risk Management	<u>7-3-06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slavik</u>	<u>7-3-06</u>
O.M.B./Purchasing		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley J. Smith</u>	<u>6/29/06</u>
County Attorney		Yes <input type="checkbox"/> No <input type="checkbox"/>		

Comments: Goodman, Gable & Gould is a subsidiary/related company of Adjuster's International, which handles the storm recovery for the County for Non-Insured FEMA/DOT

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APPROVED BY: County Atty \_\_\_\_\_ OMB/Purchasing \_\_\_\_\_ Risk Management X

**DIVISION DIRECTOR APPROVAL:**

**TERESA E. AGUIAR**

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**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

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 Budgeted? Yes ☒ No ☐ Account Codes: 503-08501-530-310-  
 Grant: \$ \_\_\_\_\_  
 County Match: \$ \_\_\_\_\_

**ADDITIONAL COSTS**

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 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
Risk Management	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
O.M.B./Purchasing	<u>6/24/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley D. Russell</u>	<u>6/29/06</u>
County Attorney	<u>6/24/06</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Thelma W. Casper</u>	<u>6/29/06</u>

Comments: Goodman, Gable Gould is a subsidiary/related company of Adjusters International, which handles the claim recovery for the County for Non-

OMB Form Revised 2/27/01 MCP #2

Insured FEMA/DOT

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/26/06

<b>PRODUCER</b> HRH of Baltimore, Inc. 303 International Circle Suite 400 Hunt Valley, MD 21031		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Adjusters International Corp. The Goodman-Gable-Gould Co. 6 Reservoir Circle #202 Baltimore, MD 21208-1308		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Twin City Fire Ins Co INSURER B: Hartford Fire Ins Co INSURER C: Hartford Casualty INSURER D: INSURER E:	<b>NAIC #</b>

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	30UUNIF4335	01/01/06	01/01/07	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	30UENUL0387	01/01/06	01/01/07	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
C		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	30XHUIF4626	01/01/06	01/01/07	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	30WENK2643	04/01/06	04/01/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Monroe County, FL is named as Additional Insured as respects liability for operations performed by the Named Insured.

<b>CERTIFICATE HOLDER</b> Monroe County, FL Attn: Nat Cassel P. O. Box 1026 Key West, FL 33041	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Pamela E. Tyson</i>
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**AGREEMENT BETWEEN MONROE COUNTY  
AND  
GOODMAN-GABLE-GOULD COMPANY dba  
ADJUSTERS INTERNATIONAL**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between MONROE COUNTY ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and GOODMAN-GABLE-GOULD COMPANY a Maryland Corporation doing business in the State of Florida as ADJUSTERS INTERNATIONAL ("AI"), whose address is 6767 North Wickham Road, Suite 400, Melbourne, FL 32940.

WHEREAS, County requires an insurance adjuster from time to time to evaluate damage to County property; and

WHEREAS, this need is especially acute following a hurricane or other disaster, and

WHEREAS, County has employed AI in the past for this purpose, wishes to do so in the future; and

WHEREAS, AI has agreed to provide these services to COUNTY.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, COUNTY and AI agree as follows:

1. **THE AGREEMENT**

The entire agreement between COUNTY and AI with respect to the subject matter hereof is contained in this Agreement and in any exhibits or attachments to it. This Agreement supersedes and terminates all prior agreements between the AI and COUNTY and all prior oral and written proposals and communications between COUNTY and AI related to this Agreement. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and executed by both COUNTY and AI in the same manner as this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

2. **SCOPE OF THE WORK**

AI has been retained by County in connection with the claims or events described in **Exhibit A**. AI represents that the adjusters it assigns to the individual claims or events is competent and available to handle that claim or event. This Agreement shall apply to all claims or events assigned to AI, unless a separate Agreement is required by County.

AI warrants that it is authorized by law to engage in the performance of the activities herein described, subject to the terms and conditions set forth in these Agreement documents; and AI shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. AI shall provide services using the following standards, as a minimum requirement:

- A. AI shall maintain adequate staffing levels to provide the services required under the Agreement.
- B. AI personnel shall not be employees of or have any contractual relationship with COUNTY.
- C. All personnel engaged in performing services under this Agreement shall be fully qualified, and, if required, to be authorized or permitted under State and local law to perform such services; and that said personnel presently have, and shall maintain throughout the term of this Agreement, appropriate licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner as generally recognized in its profession. Proof of such licenses and approvals shall be submitted to COUNTY upon request.

3. PAYMENTS TO AI

Payments to AI shall be made as follows:

- A. COUNTY'S performance and obligation to pay under this Agreement, is contingent upon annual appropriation by the Board of County Commissioners of Monroe County.
- B. AI shall submit all invoices to the COUNTY with supporting documentation acceptable to the Clerk based on generally accepted accounting principles and such laws, rules and regulations as may govern the Clerk's disbursement of funds.
- C. COUNTY shall pay in accordance with the Florida Prompt Payment Act; payment will be made periodically in arrears, but no more frequently than monthly.
- D. Expenses will not be charged by AI to COUNTY.

4. TERM OF AGREEMENT

The term of this Agreement is for three years, commencing on the 21<sup>st</sup> day of June, 2006, and ending on the 31<sup>st</sup> day of May, 2009, unless terminated earlier under relevant paragraph of this Agreement.

5. FINANCIAL RECORDS

AI shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by COUNTY or Clerk determines that monies paid to AI pursuant to this Agreement were spent for purposes not authorized by this Agreement, AI shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to AI.

6. PUBLIC ACCESS

The COUNTY and AI shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by COUNTY and AI in conjunction with this Agreement; and COUNTY shall have the right to unilaterally cancel this Agreement upon violation of this provision by AI.

7. HOLD HARMLESS AND INSURANCE

AI covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners and County Court of Monroe County from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by AI occasioned by the negligence, errors, or other wrongful act of omission of AI or its employees, or agents.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

Prior to execution of this agreement, AI shall furnish COUNTY Certificates of Insurance indicating the minimum coverage limitations as indicated by an "X" on the attached forms identified as INSCKLST 1-5, as further detailed on forms WC1 and GL1 attached hereto and incorporated as part of this Agreement document, and all other requirements found to be in the best interest of Monroe County as may be imposed by the Monroe County Risk Management Department.



Non-Waiver of Immunity. Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation of COUNTY and AI in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any Agreement entered into by COUNTY be required to contain any provision for waiver.

8. INDEPENDENT CONTRACTOR

At all times and for all purposes under this Agreement AI is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed so as to find AI or any of his employees, subcontractors, independent contractors, servants, or agents hired by AI to be employees of the Board of County Commissioners of Monroe County.

9. NONDISCRIMINATION

County and AI agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County and AI agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes

which may apply to the parties to, or the subject matter of, this Agreement.

10. ASSIGNMENT/SUBCONTRACT

AI shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners of Monroe County and which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the board.

11. COMPLIANCE WITH LAW

In providing all services pursuant to this Agreement, AI shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations, as determined by COUNTY, shall constitute a material breach of this agreement and shall entitle the Board to terminate this Agreement immediately upon delivery of written notice of termination to AI.

12. DISCLOSURE AND CONFLICT OF INTEREST

AI represents that it, its directors, principles and employees, presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required by this Agreement, as provided in Sect. 112.311, et. seq., Florida Statutes.

County agrees that officers and employees of COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Upon execution of this Agreement, and thereafter as changes may require, AI shall notify COUNTY of any financial interest it may have in any and all programs in Monroe County which COUNTY sponsors, endorses, recommends, supervises, or requires for counseling, assistance, evaluation, or treatment. This provision shall apply whether or not such program is required by statute, as a condition of probation, or is provided on a voluntary basis.

The County and AI warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, AI agrees that COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

13. PLEDGE OF CREDIT

AI shall not pledge COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien, or any form of indebtedness. AI further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

14. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY

Monroe County Court Administrator and  
500 Whitehead Street  
Key West, FL 33040

County Attorney  
PO Box 1026  
Key West, FL. 33041-1026

FOR AI:

Pat Cuccaro  
6767 North Wickham Road, Suite 400  
Melbourne, FL 32940

15. TAXES

The County is exempt from payment of Florida State Sales and Use taxes. AI shall **not** be exempted by virtue of COUNTY'S exemption from paying sales tax to fulfill its obligations under this Agreement. AI shall be responsible for any and all taxes related to services rendered under this agreement.

16. GOVERNING LAW, VENUE, INTERPRETATION, SEVERABILITY,  
COSTS AND ATTORNEY FEES

- A. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- B. Venue. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, COUNTY and AI agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.
- C. Severability. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. COUNTY and AI agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.
- D. Attorney's Fees and Costs. COUNTY and AI agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party.
- E. Adjudication of Disputes or Disagreements. County and AI agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have

the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

County and AI specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

- F. Cooperation. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and AI agree to participate in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement.

17. TERMINATION

The County may terminate this Agreement for cause with seven (7) days notice to AI. Cause shall constitute, in the judgment of the Board of County Commissioners a breach of the obligations of AI to perform the services enumerated as AI's obligations under this Agreement. Either of the parties hereto may terminate this Agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

18. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of COUNTY and AI and their respective legal representatives, successors, and assigns.

19. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

20. CLAIMS FOR FEDERAL OR STATE AID

AI and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

21. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of COUNTY, when performing their respective functions under this Agreement within the territorial limits of COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of COUNTY.

22. LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

23. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and COUNTY and AI agree that neither COUNTY nor AI or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

24. ATTESTATIONS

AI agrees to execute such documents as COUNTY may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

25. NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

26. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

27. SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original Agreement.

(SEAL)

Attest: DANNY L. KOLHAGE,  
CLERK of COURT of MONROE  
COUNTY FLORIDA

By: \_\_\_\_\_

**Deputy Clerk**

Date: \_\_\_\_\_

For COUNTY:  
BOARD OF COUNTY  
COMMISSIONERS  
OF MONROE COUNTY,

BY: \_\_\_\_\_

**Mayor Charles "Sonny" McCoy**

Date: \_\_\_\_\_

For AI:

*Rasquale...*  
Signature of Person Authorized  
To Sign Contracts for AI

*Rasquale...*  
Print Name

Date: *6/15/06*

*Mindi MacGregor*  
Signature of Witness for AI

*Mindi MacGregor*  
Print Name

Date: *6/15/06*

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

*Natileene W. Cassel*  
NATILEENE W. CASSEL  
ASSISTANT COUNTY ATTORNEY  
Date: *6/27/06*

**EXHIBIT A**  
**To AGREEMENT BETWEEN MONROE COUNTY**  
**AND**  
**GOODMAN-GABLE-GOULD COMPANY dba**  
**ADJUSTERS INTERNATIONAL**

AI's ("Adjuster") objective is to support Monroe County Florida ("Assured") in the entire claim process, with the goal of achieving the maximum insurance recovery as promptly as possible. Using a team approach, we will assemble the professionals best suited to accomplish this goal. AI will prepare all claims for submission and coordinate all supporting documentation. AI will work directly with you and your staff in the development of these claims for presentation to the carrier.

Specific areas AI will address:

**Property Damage Claim**

- 1) Investigate and analyze all property damage to the county
- 2) Prepare a concise, well-documented replacement cost estimate on the buildings and determine ACV if applicable
- 3) Evaluate "codes upgrade" coverage, if it applies
- 4) Investigate and analyze all property damage to the contents, including furniture, fixtures, machinery, equipment, computer systems, etc.
- 5) Prepare a concise, well-documented property claim  
Present and support the claim through settlement

**Business Interruption Claim**

- 1) Advise management on how to capture and develop loss information, i.e. track Impact of loss
- 2) Determine period of suspension
- 3) Evaluate discontinued (saved) expenses
- 4) Determine expediting expenses; expenses related to reducing the loss
- 5) Prepare financial projections and "what if" scenarios
- 6) Prepare business interruption valuation report7) Provide total business interruption claim management to ensure integration with the property and extra expense portions of the claim
- 7) Prepare and support t the claim through settlement

**Extra Expense Claim**

- 1) Advise management on identification of extra expense losses
- 2) Coordinate tracking of extra expense items
- 3) Determine excess over normal expenses
- 4) Determine period of indemnity
- 5) Integrate the extra expense claim with the property damage and business interruption claim
- 6) Present and support the claim through settlement
- 7)



## General

- 1) Review all insurance policies in order to identify your rights and obligations under those policies
- 2) Review any and all pre-loss appraisals and estimates that could affect the claim
- 3) Evaluate the procedures being followed, to mitigate damages and implement emergency repairs
- 4) Coordinate and integrate all areas of the claim effort with on-going operations and the overall recovery process
- 5) Coordinate the necessary "expert reports" to support and assemble the claim
- 6) Assist in the coordination of advance payments from the insurance company
- 7) Coordinate all inspections and meetings with the insurance company representatives, including their "outside experts"
- 8) Provide regular status reports
- 9) Review all claim data with you, prior to providing such material to the insurance company and their representatives
- 10) Provide the assistance required to support all claims presented
- 11) Conduct and/or participate in all settlement discussions with the insurance company
- 12) We will hold in strictest confidence, all information relating to your claims and business operation
- 13) Our overall goal is to expedite the best possible recovery

We would like to stress that our intention is to provide professional assistance to your from an advocacy position, in order to document, support, expedite and insure the best possible claim recovery.

After property damage loss incidents affecting Monroe County, when the County, at its sole and unfettered discretion, decides to prepare and present a claim, the Adjuster is authorized to, and will, prepare all necessary estimates and other applicable and/or required instruments to comply with the provisions of the insurance policies concerned in behalf of the Assured.

The Assured will compensate the Adjuster upon receiving proceeds as a result of a loss settlement. The Assured agrees to pay the said Adjuster for its services, a fee of seven percent (7%) of the gross amount adjusted or otherwise recovered as a result of said claim or claims on claims that resolve for an amount equal to \$300,000.00 or less, eight and one-half percent (8.5%) of the gross amount adjusted or otherwise recovered as a result of said claim or claims on claims that resolve for an amount from \$300,000.00 to \$600,000.00, and ten percent (10%) of the gross amount adjusted or otherwise recovered as a result of said claim or claims on claims that resolve for an amount in excess of \$600,000.00

The Adjuster agrees to pay for all expenses incurred by the Adjuster, in securing estimates, expert opinions, and for all other expenses incurred by the Adjuster incident to the adjustments, except for those costs associated with and for the hiring of legal counsel,

should such costs ever be applicable. Counsel will not be retained to work on any such loss incident by the Adjuster without the express consent of The Assured.

The Adjuster hereby agrees to render the said services for the compensation above specified. It is agreed that all adjustments shall be made and concluded only with the consent of the Assured.

This Proposal/Agreement contains the entire contract between the parties, and no modification or waiver of any of the terms hereof shall be valid unless in writing, and endorsed heron, and signed by all parties. This Agreement shall be binding upon the parties hereto, their personal representatives, assigns and successors in interest

\_\_\_\_\_  
COUNTY Representative

*Pat Cuccaro*  
\_\_\_\_\_  
Pat Cuccaro

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
*Natleene W. Cassel*  
\_\_\_\_\_  
NATILEENE W. CASSEL  
ASSISTANT COUNTY ATTORNEY  
Date 6/27/06